

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

CATHERINE GAUJACQ

Plaintiff,

v

ELECTRICITE DE FRANCE
INTERNATIONAL NORTH AMERICA,
et al.

Defendants.

Civil Action No 1:05CV0969 (JGP)

PLAINTIFF'S INITIAL DISCLOSURE STATEMENT

Plaintiff, Catherine Gaujacq, by counsel and pursuant to Fed.R.Civ. P. 26 (a)

submits the following initial disclosures:

Subpart (a): Individuals who may have information in support of Plaintiff's claims in addition to the Plaintiff:

Name/Role	Address/Phone	Subject
Christian Nadal Replacement as President of EDFINA Former supervisor as President of EDFINA	Washington, DC-USA	Harassment, discrimination, retaliation, defamation, interference.
Fernando Ponasso EDF Senior VP Chairman of EDFINA	Washington, DC-USA Paris(FRANCE)	Knowledge of discrimination, retaliation and unequal pay Plaintiff's performance. Knowledge of EDF HR policies for high level executives.

Yann Laroche Senior VP Human Resources EDF S.A.	Paris(FRANCE)	Knowledge of expectations, retaliation and unequal pay. Knowledge of EDF HR policies for high level executives.
Bernard Dupraz Senior VP EDF Former	Paris(FRANCE)	Knowledge of EDF R&D and Engineering businesses of EDF in the US. Knowledge of harassment and discrimination.
Laurent Stricker Senior VP EDF Former supervisor	Paris(FRANCE)	Knowledge of harassment and discrimination.
Jean-Luc Foret Former co-worker	Lyon (FRANCE)	Knowledge of harassment and defamation. Knowledge of work environment.
Walker Nolan Consultant with EDFINA	Washington, DC-USA	Plaintiff's performance and conduct. Knowledge of defamation.
Mike Slavitt Former CPA with EDFINA	Washington, DC-USA	Knowledge of harassment, discrimination. Knowledge of EDF/EDFINA accounting.
Adja MAME BA Former co-worker	Washington, DC-USA	Plaintiff's and Defendant's performance and conduct. Knowledge of harassment and discrimination. Knowledge of work environment. Knowledge of EDF/EDFINA accounting.
Benoit Dreux Co-worker VP of EDFINA	Washington, DC-USA	Knowledge of harassment, discrimination. Knowledge of work environment. Knowledge of EDF/EDFINA accounting.

Subpart (b): Documents that may support the Plaintiff's claims are as follows:

1. Plaintiff's Employment contracts EDF and EDFINA 2000
2. Plaintiff's Employment contracts EDF and EDFINA 2004
3. EDFINA Plaintiff's housing lease contract
4. EDFINA applications for L1A visas Plaintiff's and Defendant Christian Nadal to the INS
5. Plaintiff's Pay-stubs and W2s
6. CG performance evaluation documents 2002 2003 2004 and 2000
7. Plaintiff's diplomas and recognitions
8. EDFINA Defendant Christian Nadal housing lease contract
9. EDFINA applications for L1A visas Plaintiff's and Defendant Christian Nadal to the INS
10. Defendant Christian Nadal Pay-stub
11. Insurance policy protecting EDFINA Officers from personal civil liability when acting in the course of their employment
12. EDFINA Business credit cards statements and activities related to the period of the dispute
13. List of EDFINA employees
14. EDFINA monthly financial statements to EDF S.A over the period
15. EDF compensation policy for high level executives over the period of the dispute
16. Guide of French EDF employees working abroad relevant to the period of the dispute
17. Statistics on EDF S.A. gender discriminatory practices with high level executives.
18. Corporate documents related to EDF S.A and EDFINA businesses in the USA and worldwide
19. Documents related to Plaintiff's current revenues and expenses

- 20. Documents related to damages incurred
- 21. Documents received from EEOC
- 22. Letters, e-mails, transcripts, records of phone conversations related to the events asserted and described in the Complaint.

Documents anticipated to be produced by Defendants

- 23. Plaintiff's Employment contracts EDF and EDFINA 2000 and 2004
- 24. EDFINA housing lease contracts Plaintiff's and Defendant Christian Nadal
- 25. EDFINA applications for visas Plaintiff's and Defendant Christian Nadal to the Department of Homeland Security
- 26. EDF/EDFINA Plaintiff's and Defendant Christian Nadal Pay-stubs and W2s
- 27. Checks voided in the company's books because of Benoit Dreux shredding in front of other employees.
- 28. EDFINA monthly financial statements to EDF S.A. over the period of the dispute
- 29. EDFINA Business credit cards statements and activities related to the period of the dispute
- 30. List of EDFINA employees
- 31. Christian Nadal employment contracts with EDF and EDFINA June, 1st, 2004
- 32. CG performance evaluation documents 2002 2003 and 2000
- 33. EDF compensation policies for high level executives
- 34. Guide of French EDF employees working abroad
- 35. Statistics on EDF S.A. gender discriminatory practices with high level executives.
- 36. NUSTART agreements
- 37. EPRI agreements
- 38. Letters, e-mails, transcripts and records of phone conversations related to the events

39. EDFINA active visa applications of all employees over the period
40. Pay-stubs and W2 Christian Nadal 2004
41. Christian Nadal performance evaluation documents 2000 to 2004
42. CN employment contract EDF and EDFINA 2004
43. EDF compensation policy for high level executives describing ranking and seniority system, as well as EDFINA President position place in the system
44. EDFINA articles of incorporations, by-laws and board decisions 2004.
45. Guide of French EDF employees working abroad
46. EDF internal financial Audit report of EDFINA July 2004
47. List of EDFINA employees over the period with indication of active visas sponsored employees.
48. Corporate documents related to EDF S.A and EDFINA businesses in the USA and worldwide such as the official document prepared for the partial IPO of the company.
49. Insurance policy protecting EDFINA Officers from civil personal liability when acting in the course of their employment.
50. Letters, e-mails, transcripts and records of phone conversations related to the events

Subpart (c):

A. Plaintiff's damages claim, and method of computation, are set forth as follows (these are subject to supplementation through discovery):

Relief EPA TITLE VII until September 30th, 2005:		
11/01/2001 to 10/31/2004 3-years back-pay difference in compensation male/female President EDFINA		\$ 359,958
11/01/2004 to 01/07/2005 difference in compensation male President EDFINA Plaintiff's		\$ 37,761
01/07/2004 to 04/04/2005 difference in compensation male President EDFINA Plaintiff unemployed		\$ 84,314
04/04/2005 to 09/30/2005 front pay difference in compensation male President EDFINA Plaintiff's new job		\$ 112,737
TOTAL:		\$ 594,770

Actual monetary losses until September 30th, 2005:		
Differed bonus at termination owed and not paid		\$ 114,384
Moving expenses differential male President of EDFINA and Plaintiff		\$ 45,118
Unpaid expenses EDFINA-EDF		\$ 1,721.30
Loss of 27 vacation days		\$ 29,996
Health insurance 11/01/2004 to 04/03/2005		\$ 2,503
Moving expenses following EDF breach of housing lease contract		\$ 4,500
Unpaid bonus and profit sharing 2004		\$ 21,975
4 round trips Washington-Paris 2004 airfares not paid		\$ 16,000
Loss of Husband's one year salary because of company's action		\$ 38,519
Expenses to find a job		\$ 500
Expenses in the new job caused by Defendants' action		\$ 24,540
TOTAL:		\$ 299,756.30

All calculations are based on the following template for which all documents are available in EDF and EDFINA books and Plaintiff's documents:

Net compensation male President of EDFINA		\$ 337,254
Net compensation Plaintiff President and Vice-President of EDFINA until 10/31/2004		\$ 217,268
Net compensation Plaintiff EDF 11/01/2004 to 01/07/2005		\$ 110,688
Net compensation Plaintiff unemployed 01/08/2005 to 04/04/2005		\$ 0
Net compensation Plaintiff new job 04/04/2005 to 09/30/2005		\$ 111,780

B. Future lost income and expenses: Ms. Gaujacq will be claiming future lost income and expenses. The amounts would be based upon the information above, as well as below:

Future Monetary losses after September 30th, 2005:		
Preferential Stock owed and not proposed		Still in calculation
04/04/2005 to 07/31/2007 front pay difference in compensation male President EDFINA Plaintiff's new job		\$ 453,238
Pension differential from termination at 47 instead of 60 years old		Still in calculation
Moving of furniture in the USA stored under contract with EDF in France		\$ 20,000
Expenses in the new job caused by Defendants' action		\$ 11,400
TOTAL:		\$ 484,638

C. Compensatory damages other than lost income and benefits: Ms. Gaujacq is requesting emotional distress and other compensatory damages. This amount is determined by the jury.

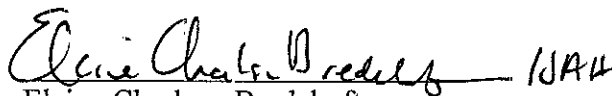
D. Punitive damages: Ms. Gaujacq is requesting punitive damages. The jury determines this amount.

E. Attorney fees and costs: Ms. Gaujacq is requesting attorneys' fees and costs. These amounts will continue to be incurred, and are to be determined by the Court upon Petition submitted after trial.

Subpart (d): Insurance information is not applicable to Plaintiff.

October 27, 2005

Respectfully submitted,

Handwritten signature of Elaine Charlson Bredehoft in cursive, followed by the initials "JAH".

Elaine Charlson Bredehoft
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Catherine Gaujacq

CERTIFICATE OF SERVICE

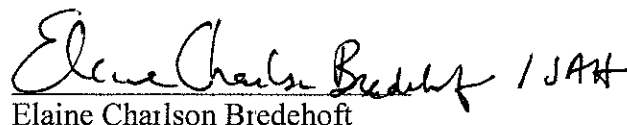
I hereby certify that I served the foregoing PLAINTIFF'S INITIAL DISCLOSURE STATEMENT by first class mail, postage pre-paid, this 27th day of October, 2005 on counsel for defendants addressed as follows:

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Counsel for Defendant
Christian Nadal

Handwritten signature of Elaine Charlson Bredehoft in cursive, followed by the initials "JAH".
Elaine Charlson Bredehoft